

# **Request for Proposal**

## **Firearms Training Equipment and Software**

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES		
2. CONTRACT NUMBER		3. SOLICITATION NUMBER  USPO-02-2006		4. TYPE OF SOLICITATION  <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED  8/01/06		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY  U. S. Probation Office 300 Virginia Street, East, Room 1200 Charleston, WV 25301				8. ADDRESS OFFER TO (If other than Item 7)  					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)				
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.				
10. FOR INFORMATION CALL:  A. NAME Dawna Goodson		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 304 347-3089		C. E-MAIL ADDRESS Dawna_Goodson@wvsc.uscourts.gov

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.	
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	
10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)
30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	
AMENDMENT NO.	DATE
AMENDMENT NO.	DATE
AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.
17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## **SECTION B - PRICES FOR REQUIRED SERVICES**

The contractor shall furnish all labor, materials, and supplies, except those specifically furnished by the judiciary, necessary to deliverable software and accessories specified herein at the prices below.

Purchase Price \_\_\_\_\_

## **SECTION C DESCRIPTION, SPECIFICATION, WORK STATEMENT**

### **Software and Equipment**

#### **1.0    Background**

The United States Probation Office for the Southern District of West Virginia requires interactive law enforcement training equipment, software, and instruction. The equipment, software, and instructions will be used to provide valuable Probation Officer training in the areas of Officer Safety and Firearms and enable the district to address concerns related to the use of lethal and non-lethal force by Probation Officers

#### **2.0    Scope of Contract**

Contractor provided interactive firearms training equipment, software, and instruction for the United States Probation Office for the Southern District of West Virginia.

A. Equipment and Software minimum requirements:

1. Self contained unit which includes (minimum):

- Microsoft Windows XP
- Intel Pentium 4, 2.6 GHZ
- 512 MB SDRAM
- 2 - 120 GB hard drives
- Modem
- Transportation case
- All related connection cables and peripheral items: Hand Controls - (Mouse/Joystick)
- Projection system, screen, speakers (sets for instructor and for downrange) and cables

2. Software that allows for editing. Software shall be formatted for classroom or individual presentations;

- multi-branching interactive scenarios plus branching options
- skill builder marksman and course of fire

3. Equipment and software shall employ both digital video and computer graphics to create interactive training videos and/or graphic based training environments.

- trainee action capture camera and microphone assembly with cables and picture in picture video capability

- access to digital scenario library system scenarios
4. Low light training scenario permitting trainee to use real flashlight in conjunction with his/her weapon; system shall be non-lane based which allows for multiple users; systems shall allow the use of lens/filters to meet task

5. Training devices supported and supplied with system:

- two (2) laser inserts
- one (1) recoil systems training device
- one (1) OC Canister
- one (1) flashlight
- one (1) filter for Mag Lite

6. Equipment and software shall have the ability to allow a judiciary instructor to manually branch the scenario. System shall be able to branch and score the use of the action as a baton.

B. Instruction

Contractor shall provide instruction on use of the equipment and software.

Train-the-Trainer courses presented at factory location to include flight, hotel, meals for two (2) department members or the option for the department to request in-house Train-the-Trainer instruction. Course length 2-3 days.

Training manual - 1 hard printed copy set and 1 electronic copy.

**3.0 Place of Performance**

U.S. Probation Office  
300 Virginia Street, East  
Room 1200  
Charleston, WV 25301

**4.0 Deliverables**

Equipment, software, and instruction as specified in this statement of work.

**5.0 Deliverable Acceptance**

Acceptance of deliverables by the judiciary will occur after the delivered equipment, software, and instruction meets all specifications as set forth in this statement of work and awardees proposal.

## **6.0    Warranty**

Contractor's shall provide and honor their standard commercial warranty for this equipment and software.

[END OF SECTION C]

## **SECTION D - PACKAGING AND MARKING**

### **D.1    JP3 B-5 Clauses Incorporated by Reference (JAN 2003)**

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.uscourts.gov/procurement/procureindex.htm>

Clause Number	Clause Title	Date
2-45	Packaging and Marking	August 2004

[END OF SECTION D]

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1    JP3 B-5 Clauses Incorporated by Reference (JAN 2003)**

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.uscourts.gov/procurement/procureindex.htm>

Clause Number	Clause Title	Date
2-5A	Inspection of Products	January 2003
2-10	Responsibility of Products	January 2003

### **E.2    Acceptance**

As specified in Section C.5.

[END OF SECTION E]  
**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 JP3 B-5 Clauses Incorporated by Reference (JAN 2003)**

This procurement incorporates one or more clauses by reference, with same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.uscourts.gov/procurement/procureindex.htm>

Clause Number	Clause Title	Date
2-25A	Delivery Terms and Contractors Responsibilities	January 2003
2-35	F.o.b. Destination, Within Judiciary's Premises	January 2003
2-60	Stop Work Order	January 2003

**F.2 Deliverables**

Deliverables are due as specified in Section C.

**F.3 Notice to the Government of Delays**

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer and the COTR, by telephone, facsimile, or email followed by notification in writing, giving pertinent details, provided this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

**F.4 Waiver of Delivery Schedule**

None of the following conditions shall be regarded as an extension, waiver, or abandonment of the delivery schedule, or a waiver of the Government's rights to terminate the contractor for default:

- Delay by the Government in terminating for default; or
- Acceptance of delinquent deliveries; or
- Acceptance or approval of deliverables submitted either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.

Any assistance rendered to the contractor on this contract, or acceptance by the Government of delinquent goods or services hereunder, will be solely for the purpose of mitigating damages. Further, such assistance, if rendered, shall not be considered as intention on the part of the Government to condone any delinquency.

#### **F.5 Type of Contract**

This is a firm-fixed price type contract.

#### **F.6 Period of Performance**

The period of performance of this contract is date of award through receipt and acceptance by the judiciary of all items listed in the statement of work and contractors proposal.

[END OF SECTION F]

### **SECTION G - CONTRACT ADMINISTRATION DATA**

#### **G.1 JP3 7-1 Contract Administration (JAN 2003)**

- (a) The Contracting Officer and Contracting Officer's Technical Representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The Contracting Officer responsible for the administration of this contract will provide a cover letter providing the Contracting Officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the Contracting Officer.
- (b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the Contracting Officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the Contracting Officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the Contracting Officer.

**Administrative Contracting Officer: Designated at contract award.**

#### **G.2 JP3 7-5 Contracting Officer's Technical Representative (JAN 2003)**



- (a) Upon award, a contracting officer's technical representative (COTR) may be appointed by the contracting officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.
- (b) The COTR, if appointed, may be assigned one or more of the following responsibilities:
  - (1) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
  - (2) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
  - (3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
  - (4) providing the contracting officer a written request and justification for changes;
  - (5) providing interpretations relative to the meaning of technical specification and technical advice relative to contracting officer's written approval; and
  - (6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

**The COTR for this contract: Designated at Award.**

**G.3 JP3 7-10 Contractor Representative (JAN 2003)**

- (a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):
  - Name:
  - Address:
  - Telephone:
  - Email:
  - Fax:
- (b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(end)

**G.4 JP3 7-125 Invoices (JAN 2003)**

- (a) Invoices shall be submitted in an original and two (2) copies to the address specified on the SF26 or SF33 as applicable, or as otherwise specified with this contract. Invoices shall be submitted in accordance with the schedule for payments as set forth elsewhere under this contract.

- (b) The office that will make payments due under this contract will be designated as specified in the contract at the time of contract award.
- (c) To constitute a proper invoice, the billing document shall include the following information and/or attached documentation:
  - (1) name of business concern and such business's Taxpayer Identification Number;
  - (2) period(s) covered by invoice and invoice date;
  - (3) purchase/delivery/task order or contract number or other authorization for delivery of property or services;
  - (4) for each line item - general description of product delivered or services rendered, measured unit, and associated price;
  - (5) payment terms;
  - (6) total amount billed;
  - (7) a subtotal of any and all fees or credits applied to the invoice;
  - (8) an amount due (if any) or credit balance;
  - (9) name (where practicable), title, phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract;
  - (10) other substantiating documentation or information as required by the purchase/delivery/task order or contract;
  - (11) all follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification shall be directed to the relevant paying authority specified in the contract.

#### **G.5 Schedule for Invoice Payment**

Invoice payment schedule inserted prior to award.

[END OF SECTION G]

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 JP3 B-5 Clauses Incorporated by Reference (JAN 2003)**

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
<http://www.uscourts.gov/procurement/procureindex.htm>

Clause Number	Clause Title	Date
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[END OF SECTION H]

## SECTION I - CONTRACT CLAUSES

### I.1 JP3 B-5 Clauses Incorporated by Reference (JAN 2003)

CLAUSE NUMBER	CLAUSE TITLE	DATE
B-20	Computer Generated Forms	January 2003
1-10	Gratuities	January 2003
1-15	Disclosure of Contractor Information to the Public	August 2004
2-55	Privacy or Security Safeguards	January 2003
3-25	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	January 2003
3-35	Covenant Against Contingent Fees	January 2003
3-40	Restrictions on Subcontractor Sales to the Government	January 2003
3-45	Anti-Kickback Procedures	January 2003
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	January 2003
3-65	Limitation on Payments to Influence Certain Federal Transactions	January 2003
3-105	Audit and Records - Negotiation	January 2003
3-120	Order of Precedence - Uniform Contract Format	January 2003
3-205	Protest After Award	January 2003

4-100	Price Reduction for Defective Cost or Pricing Data - Modifications	January 2003
6-40	Federal, State, and Local Taxes	January 2003
7-15	Observance of Regulations/Standards of Conduct	January 2003
7-20	Security Requirements	January 2003
7-25	Indemnification (Judiciary Property)	August 2004
7-30	Public Use of the Name of the Federal Judiciary	January 2003
7-35	Disclosure or Use of Information	August 2004
7-40	Judiciary - Contractor Relationships	January 2003
7-85	Examination of Records	January 2003
7-100A	Limitation of Liability (Products)	January 2003
7-110	Bankruptcy	January 2003
7-130	Interest	January 2003
7-135	Payments	January 2003
7-140	Discounts for Prompt Payment	January 2003
7-150	Extras	January 2003
7-175	Assignment of Claims	January 2003
7-185	Changes	January 2003
7-215	Notification of Ownership Changes	January 2003
7-220	Termination for Convenience of the Judiciary (Fixed-Price)	January 2003
7-230	Default (Fixed-Price Products and Services)	January 2003
7-235	Disputes	January 2003

[END OF SECTION I]

## SECTION J - LIST OF ATTACHMENTS

[END OF SECTION J]

## SECTION K- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

### K.1 JP3 3-5 Taxpayer Identification (JAN 2003)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification (TIN)," as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

- (b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN):

☐ TIN has been applied for.

☐ TIN is not required, because \_\_\_\_\_

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States

☐ Offeror is an agency or instrumentally of a foreign government;

☐ Offeror is an agency or instrumentally of the federal government.

(e) Type of organization:

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

- ☐ corporate entity (tax-exempt);
- ☐ government entity (federal, state or local);
- ☐ foreign government;
- ☐ international organization per-26 CFR 1.6049-4;
- ☐ other \_\_\_\_\_.

(f) Common parent

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.2 JP3 3-20 Certificate Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (JAN 2003)**

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against

them for: commission of fraud or a criminal offense in connection

with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or stolen property;

receiving

(C) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph(a)(1)(i)(B) of this provision; and

ii. The offeror \_\_\_ has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.(2)"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may

render the maker subject to prosecution under Section 1001, Title 18, United States Code.

- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

### **K.3 JP3 3-30 Certificate of Independent Price Determination (JAN 2003)**

- (a) The offeror certifies that:
  - (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
    - (A) those prices;
    - (B) the intention to submit an offer; or
    - (C) the methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
  - (3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
  - (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) has been authorized, in writing, to act as agent for the following

principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (*insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization*);

- (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
  - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.4 JP 3-60 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (JAN 2003)**

- (a) The definitions and prohibitions contained in the clause 3-65 "Limitation on Payments to Influence Certain Federal Transactions," included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
  - (1) no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
  - (2) if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, a disclosure to the contracting officer; and
  - (3) he or she will include the language certifying this in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of the judiciary's small purchase threshold shall certify and disclose accordingly.



- (4) submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure to be filed or amended by this provision, will be subject to a civil penalty of not less than \$10,000, and not more than the judiciary's small purchase threshold, for each such failure.

**K.5 JP3 3-130 Authorized Negotiators (JAN 2003)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, telephone numbers, and email address of the authorized negotiators*).

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[END OF SECTION K]

**SECTION L - INSTRUCTIONS, CONDITIONS,  
AND NOTICES TO OFFERORS**

**L.1 JP3 4-1 Type of Contract (JAN 2003)**

The judiciary plans to award a firm-fixed price type of contract under this solicitation and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

**L.2 Proposal Due Date**

Proposals in response to Solicitation USPO-02-2006 are due by 4:30 p.m. (Eastern Standard Time), August 16, 2006 at the following location:

U.S. Probation Office  
Attn: Dawna Goodson  
300 Virginia Street, East  
Room 2400  
Charleston, WV 25301

**Faxed proposals are not permitted.**

### **L.3 Solicitation Questions**

All questions relating to the solicitation are to be e-mailed to  
[dawna\\_goodson@wvsc.uscourts.gov](mailto:dawna_goodson@wvsc.uscourts.gov)

*Telephoned questions or inquiries will not be accepted.*

### **L.4 Format and Instructions for Submitting Proposals**

The Offeror's proposal shall provide all of the information requested below. Offerors are required to identify any teaming or subcontracting agreements to provide any products or services specified in the solicitation.

The Offeror shall furnish an original and 2 copies of Volume I, Price Proposal, and an original and 4 copies of Volume II, Technical Proposal.

#### **Volume I - Price Proposal Content**

- **Cover letter and signed Standard Form 33** - Blocks 13, 14, 15, 16, and 18 of Standard Form 33 are to be completed by the Offeror. Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. In the offeror's cover letter, include any and all assumptions, conditions, or exceptions as they relate to the solicitation or proposal. If none are taken specify so;
- **Price (1)**A firm-fixed price to provide the product specified in Section C of the solicitation. Offeror may use Page 2 of the solicitation document and insert a proposed firm-fixed price;  
  
Offeror is to include in this section a proposed invoice payment schedule. Payments are to be tied to deliverables;
- **Completed Solicitation Section K.**

#### **Volume II - Technical Proposal Content**

**Include in this volume a copy of the letter detailing any and all assumptions, conditions, or exceptions taken to the solicitation or proposal. If none are taken, specify so.**

**Part 1: Introduction -** Brief description of offeror.

**Part 2: Section C, Description, Specifications, Work Statement -** Offeror shall address all areas of Section C, Descriptions, Specifications, Work Statement and describe how they propose to satisfy each requirement.

**Part 3: Experience -** The Offeror's experience providing similar products as that identified in the statement of work. The offeror shall provide descriptions of three previous projects/contracts performed within five years of proposal submission. The offeror shall demonstrate that these projects/contracts were/are for similar services in size, scope, and complexity to the services described in this Statement of Work. The following information shall be submitted for each previous or current project:

- Name and description of project;
- Contract Number/Project Number;
- Name, addresses, and phone number of customer;
- Awarded price/cost and final price/cost;
- Offerors role (prime contractor, subcontractor);
- Percentage of work completed in Contractor's role;
- Original delivery schedule and final, or projected final, delivery schedule;
- Any significant issues or problems that arose during the performance of the contract and an explanation of your company's solution to each;
- Detailed description of work, service performed.

Project/contract information to be evaluated for past performance shall have been performed by the Offeror as the prime contractor or as a subcontractor. A current project shall have been ongoing for a minimum of six (6) months as of the date of proposal submission.

It is the Offeror's responsibility to provide accurate and complete past performance information. In addition to the data provided by the Offeror, independent data obtained by the Judiciary may also be used to evaluate past performance. This may include information available through Dun & Bradstreet or other sources.

## **L.5 Proposal Costs**

Proposal costs will not be reimbursed by the judiciary.

## **L.6 JP3 Provision 3-210, Protests (Aug 2004)**

(a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.

(b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:

(1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

(2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.

(3) the protest shall include the following information:

- (i) name, address, and fax and telephone numbers of the protestor or its representative;
- (ii) solicitation or contract number;
- (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protestor;
- (iv) copies of relevant documents;
- (v) request for a ruling by the judiciary;
- (vi) statement as to the form of relief requested;
- (vii) all information establishing that the protestor is an interested party for the purpose of filing a protest; and
- (viii) all information establishing the timeliness of the protest.

(c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jim Harden, Contracting Officer, Administrative Office of the U.S. Courts, One Columbus Circle, N.E. Washington, DC 20544.

(d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

(end)

### **L.7 JP3 B-1 Solicitation Provisions Incorporated by Reference (Aug 2004)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that shall be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.uscourts.gov/procurement/procureindex.htm>

<b>PROVISION NUMBER</b>	<b>CLAUSE TITLE</b>	<b>DATE</b>
3-10	Contractor Identification Number - Data Universal Numbering System (DUNS) Number	January 2003
3-80	Submission of Offers	January 2003
3-85	Explanation to Prospective Offerors	August 2004
3-90	Late Submission, Modifications and Withdrawal of Offers	January 2003
3-95	Preparation of Offers	January 2003
3-100	Instructions to Offerors - Alternate 1	January 2003
3-125	Acknowledgment of Solicitation Amendments	January 2003
7-60	Judiciary Furnished Property or Services	January 2003

[END OF SECTION L]

## **SECTION M - EVALUATION AND AWARD**

### **M.1 Proposal Evaluation**

The technical proposal will be evaluated first to determine if the offeror satisfies the solicitation's minimum requirements specified below. Proposals will then be further evaluated for technical excellence as described below.

### **A. Minimum Requirements**

Based on addressing each area of the Statement of Work, a determination will be made by the judiciary as to whether the proposed product satisfies the requirements of the statement of work.

### **B. Technical Excellence Evaluation**

Proposals will be rated for technical excellence based upon the evaluation factors listed below (each being of equal importance):

1. Offeror's experience providing products that are similar in size, scope, and complexity to that described in the work statement;
2. Quality of an offeror's past performance providing a product similar in size, scope, and complexity to that described in the work statement. To rate the quality of an offeror's past performance, references will be contacted by the judiciary and asked the following questions: the nature of work provided; the quality of work (excellent, good, marginal, poor) and whether deliverables were submitted on time and without major errors; quality and experience of contractor personnel working under the project; whether final price coincided with proposed amount; if contractor complied with the terms and conditions of the contract; and, if the reference would use the contractor again.

### **C. Price**

Total firm-fixed price to satisfy all the requirements of the work statement. Offerors shall insert a total firm-fixed price in Solicitation Section B. Total price will not be rated but will be used as a comparison to other offerors' total price.

## **M.2 Award Selection**

The judiciary intends to award one contract resulting from this solicitation. Contract award will be made to the responsible offeror whose offer represents the best overall value, given the outcome of the judiciary's evaluation of each offeror's technical proposal and price. In selecting the best overall value, the judiciary will consider the quality offered for the evaluated price. The relative quality of offers will be based upon the judiciary's assessment of whether the technical excellence offered in the proposal provides added value, added capability, and/or reduced risk.

Technical evaluation factors are equal in importance. The judiciary may make trade-offs in overall technical ratings and total price in determining that a proposal offers the best overall value.

### **M.3 JP3 B-1 Solicitation Provisions Incorporated by Reference (JAN 2003)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that shall be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.uscourts.gov/procurement/procureindex.htm>

PROVISION NUMBER	CLAUSE TITLE	DATE
3-70	Determination of Responsibility	January 2003

**[END OF SECTION M]**